

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS NOT A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE 1 OF 60 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFH61-08-R-00003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 41-10-08020
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave S.E. Mail Stop E66-207 Washington, DC 20590		CODE HAAM-30	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, 3:00 pm local time June 3, 2008.
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME Primary Contact: Daniel Confer Secondary Contact:	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 366-0730 EXT.			C. E-MAIL ADDRESS Daniel.Confer@dot.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s),

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to this SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Government contemplates an indefinite-delivery-indefinite-quantity (IDIQ) Award Fee contract utilizing cost reimbursable and/or fixed-price task orders in accordance with FAR 16.500. Cost reimbursable task orders may be incrementally funded. In accordance with FAR 16/504, the IDIQ minimum and maximum amounts and potential fixed fee and award fee for each period are listed in the below chart.

Contract Period	Minimum Cost	Minimum Fixed Fee	Total IDIQ Minimum Guarantee	Potential Award Fee (Based on Minimum Cost) (Not a Government Obligation)
Base Period (12 months)	\$50,000	\$1,500	\$51,500	\$3,500
Option 1 (12 months)	\$50,000	\$1,500	\$51,500	\$3,500
Option 2 (12 months)	\$50,000	\$1,500	\$51,500	\$3,500
Option 3 (12 months)	\$50,000	\$1,500	\$51,500	\$3,500
Option 4 (12 months)	\$50,000	\$1,500	\$51,500	\$3,500
Overall 60 months	\$250,000	\$7,500	\$257,500	\$17,500

Contract Period	Maximum Cost	Maximum Fixed Fee	Potential Award Fee	IDIQ Maximum
Base Period (12 months)	\$1,819,000	\$54,570	\$127,330	\$2,000,900
Option 1 (12 months)	\$1,819,000	\$54,570	\$127,330	\$2,000,900
Option 2 (12 months)	\$1,819,000	\$54,570	\$127,330	\$2,000,900
Option 3 (12 months)	\$1,819,000	\$54,570	\$127,330	\$2,000,900
Option 4 (12 months)	\$1,819,000	\$54,570	\$127,330	\$2,000,900
Overall 60 months	\$9,095,000	\$272,850	\$636,650	\$10,004,500

Contract Period	Estimated Travel	Estimated Other Direct Costs**
Base Period (12 months)	\$30,000	\$230,000
Option 1 (12 months)	\$30,000	\$230,000
Option 2 (12 months)	\$30,000	\$230,000
Option 3 (12 months)	\$30,000	\$230,000
Option 4 (12 months)	\$30,000	\$230,000
Overall 60 month	\$150,000	\$1,150,000

**Includes material, equipment, subcontractors, and consultants.

ITEM	Supplies/Services	
0001	Engineering, Technical, Logistical, and Administrative Services in support of the Non-Destructive Evaluation Center 12-MONTH BASE PERIOD	Priced at Task Order Level

ITEM	Supplies/Services	
0101	Engineering, Technical, Logistical, and Administrative Services in support of the Non-Destructive Evaluation Center OPTION YEAR 1	Priced at Task Order Level

ITEM	Supplies/Services	
0201	Engineering, Technical, Logistical, and Administrative Services in support of the Non-Destructive Evaluation Center OPTION YEAR 2	Priced at Task Order Level

ITEM	Supplies/Services	
0301	Engineering, Technical, Logistical, and Administrative Services in support of the Non-Destructive Evaluation Center OPTION YEAR 3	Priced at Task Order Level

ITEM	Supplies/Services	
0401	Engineering, Technical, Logistical, and Administrative Services in support of the Non-Destructive Evaluation Center OPTION YEAR 4	Priced at Task Order Level

All travel shall be approved in advance by the Contracting Officer's Technical Representative (COTR), and shall be accomplished in accordance with Government Travel Regulations and the travel and per diem clause in Section G.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

BACKGROUND

The Federal Highway Administration (FHWA) Nondestructive Evaluation (NDE) Center is a federally-funded facility for the development and testing of NDE technologies for the highway infrastructure. The NDE Center was established in 1996 in an effort to centralize and better coordinate research related to nondestructive testing and structural health monitoring (SHM). The goal of the NDE Center is to improve the state of the practice for the condition assessment of infrastructure facilities. As such, research conducted at the facility is focused on applied science. The NDE Center tests existing NDE/SHM technologies, develops methodologies to apply NDE technologies to highway infrastructure (which includes bridges, pavements and other ancillary structures) and develops new technologies. The primary customers for the NDE Center's products are the State Departments of Transportation, and the NDE Center works closely with these departments to solve difficult inspection challenges and identify areas where

research efforts are needed. The NDE Center also provides the technical focal point within the FHWA for NDE, and therefore provides technical support to all facets of the FHWA program that require expertise in this area. The NDE Center acts to promote and facilitate the use of NDE technologies for the condition assessment of highway infrastructure by supporting conferences and meetings, interacting with State Departments of Transportation at all levels, and demonstrating NDE technologies.

The NDE Center is a unique laboratory that consists of two distinct components: the physical laboratory space at the Turner-Fairbank Highway Research Center (TFHRC) and a series of in-service and decommissioned bridge structures where experimental work can be conducted under operational conditions. It is this unique combination of a physical laboratory and in-place bridge structures that allows the NDE Center to conduct research and testing under a variety of conditions.

The NDE Center is comprised of several elements:

- A 5,000 square ft. main laboratory with structural testing capabilities containing:
 - Instrumentation laboratory with a 20-kip, two-post MTS load frame
 - Radiography laboratory (X-ray, Cat-Scan, other radiography)
 - Computer laboratory with parallel computing machines
 - Specimen library including bridge specimens containing defects (temperature and humidity controlled)
- Other storage areas for test specimen and equipment
- Office space for staffing
- Three Virginia DOT bridges in Northern Virginia used as field test sites
- Reference library
- Field vehicles

The NDE Center is fully equipped with state-of-the-art tools for the development and testing of NDE systems. The NDE Center also has traditional NDE equipment such as ultrasonic, eddy current, magnetic particle and thermographic equipment, and innovative NDE tools such as range-finding lasers, ultrawideband ground penetrating radars, infrared cameras, X-ray computed tomography, and acoustic emission systems. The NDE Center has several research vehicles that support testing and development of NDE technologies.

SCOPE

The overall scope of the contract shall involve providing engineering, technical, logistical, and administrative services in support of the activities of Nondestructive Evaluation (NDE) Center, described in the background section above.

Services required shall include the overall management and operation of the laboratory, field testing, daily operation and maintenance of laboratory test equipment, specimen preparation, data

acquisition, data processing and interpretation, and documentation including reporting of findings, and recommendations for future studies.

Services shall also include test, evaluation and development of NDE technology in support of the FHWA NDE program. This shall include the testing of research prototypes and commercially available instrumentation, developing methods for implementing NDE technologies, developing new NDE techniques and tools, and developing methodologies for integrating NDE data with infrastructure asset management systems and current highway inspection processes.

It is also anticipated that the NDE Center will be conducting research in support of the newly established Long Term Bridge Performance Program (LTBPP), as well as cooperating on areas of mutual interest. Other programs at TFHRC, to the extent that they directly support laboratory or field NDE research and are overseen by NDE Center staff, may be undertaken as well, subject to the approval of the COTR.

TASK AREAS

Task A – Laboratory Operations and Field Testing

The Contractor shall provide on-site staffing for the test, evaluation and development of NDE technologies. This shall include both laboratory and field testing. Staff shall be responsible for operating and maintaining the FHWA NDE laboratory equipment and prototype systems and developing applications for NDE technologies. At a minimum, the following types of work are included:

1. On-site engineering and research by Contractor staff.
2. NDE testing by technicians
3. Laboratory services such as mechanical testing, x-ray imaging and chemical analysis
4. Structural engineering, bridge inspection, and work in related fields
5. Operation and maintenance of laboratory equipment and Government-owned vehicles
6. Construction and rehabilitation services
7. Website and database development and management

Anticipated activities include the following:

Work Plans:

The Contractor shall be responsible for developing and delivering a work plan for each project assigned. This may include project number, testing methodology, data storage and analysis method, and target deliverable such as a presentation, draft FHWA report or journal article. These work plans shall be developed in close coordination with the federal personnel. Work plans may be revised as the work progresses or as otherwise needed.

Perform Laboratory Studies:

The Contractor shall perform laboratory studies to evaluate NDE technologies. Studies may generally require comprehensive literature searches, design and execution of laboratory tests, and documentation of results. Laboratory tests will be designed to evaluate the potential of a particular technology to be applied to the field inspection of highway bridges and roadways. Laboratory testing will also play a critical role in developing new NDE technologies. It is envisioned that laboratory testing will be used to define parameters for system operation, perform tests requiring controlled conditions, and developing new methodologies. As part of each laboratory study, the Contractor will generally be required to write detailed test operating procedures and cross-train personnel. Such test procedures must be detailed enough for use by other third parties.

Field Testing:

The Contractor may be required to field test NDE technologies at sites throughout the United States. Field tests shall be designed to test the capabilities of particular systems under field conditions, develop field applications of the systems, and establish the reliability and durability of the systems. The Contractor shall work closely with State Departments of Transportation, the FHWA Division Offices, and the FHWA Resource Center to coordinate and implement field tests.

The Contractor shall be responsible for designing and conducting effective field tests. The Contractor shall provide the staff required to perform field tests, including engineers and technicians with field experience. Field tests may require ancillary services such as radiography, core drilling of concrete, and traffic control.

As part of each field testing study, the Contractor is required to write detailed test operating procedures and cross-train personnel. Such test procedures must be detailed enough for use by third parties. The program manager (PM) and lead researchers (LR) are required to develop NDE field procedures and establish cross-training. The emphasis is on team-building of staff.

Coordinating and Maintaining the NDE Center:

The NDE laboratory at Turner Fairbank Highway Research Center (TFHRC) in Mclean VA serves as the home base for all of the NDE related projects. As such, significant effort is required to maintain the laboratory and its tools, and to coordinate the various testing requirements for the laboratory. The Contractor shall be responsible for maintaining the NDE laboratory. The Contractor shall ensure that safety and cleanliness of the laboratory is maintained at all times. The Contractor shall ensure that the laboratory and equipment therein are kept in a clean, organized and safe condition and report repair needs. Floors and bench tops shall be kept free of specimen debris and excessive dust and dirt. Equipment shall be covered to protect from dust and moisture. Tools and portable equipment shall be put away promptly after use. The Contractor shall coordinate as required with the TFHRC Facilities Management Staff, other support labs at TFHRC, and the TFHRC computer help desk in order to maintain the laboratory in this condition.

The Contractor shall be responsible for maintaining the resources of the NDE Center. This includes updating and maintaining the NDE reference library, specimen library and database, customer mailing lists, and photographic databases.

The Contractor shall assist in analyzing current and future requirements and evaluating equipment for the NDE laboratory.

On-Site Supervision:

The Contractor shall designate a lead researcher (LR) as an on-site supervisor who shall see that work is completed in a timely manner and in accordance with project requirements. The designated supervisor shall work closely with the COTR regarding prioritization of work tasks.

Training

The Contractor shall provide any training necessary to ensure that the contract requirements are met. This includes general training and certification as well as project-specific direction, oversight and training (for example, showing a technician how to use standard laboratory equipment or showing a technician the proper format for a graph or table). All training must be approved in advance by the COTR.

Safety and Security:

The contractor shall designate the Laboratory Technician as the on-site safety and security officer. The responsibilities of the designated safety and security officer shall be under the supervision of the PM, who is ultimately responsible for the safety and security of laboratory operation.

The safety officer shall take necessary safety measures to ensure work is performed in a safe manner using appropriate safety precautions and safety equipment (e.g., safety goggles, ear protection, gloves). The contractor shall review the existing safety procedures and plans and in coordination with the COTR, shall comment, recommend, and revise as directed. The Contractor shall also be responsible for familiarizing all on-site employees with the said procedures. The Contractor shall ensure that safety procedures and plans are implemented including ensuring that first aid and safety supplies are kept in each lab and shall notify the COTR promptly in writing when first aid or other safety supplies are needed. Material Safety Data Sheets (MSDS) and Standard Operating Procedures (SOPS) shall be kept on file and prominently displayed for all activities and materials used or stored in the laboratory. Information technology (IT) system security is addressed in Section H. Physical security, controlling physical access, and other security measures for the laboratories shall be maintained by the Contractor. Finally, the Contractor shall comply with all other applicable safety and health standards and best commercial practices.

Equipment Inventory:

The Contractor shall facilitate the accounting for laboratory and other equipment by helping to maintain the FHWA computer inventory database for laboratory equipment and property. New

equipment shall be added to the inventory within 7 days of receipt.

Equipment Maintenance, Calibration and Repair:

The Contractor shall ensure that lab equipment is in proper operating condition, that equipment is operated correctly, and that equipment is cleaned promptly after use. The Contractor shall perform simple routine maintenance tasks as set forth in equipment manuals.

The Contractor shall maintain a list of equipment requiring calibration, to include, as a minimum, type of equipment, manufacturer, model, serial number, date of last calibration, calibration interval, contact information for qualified calibration company or individual (an inventory database or calibration database may be used to create this list). When calibration is needed, the Contractor shall notify the COTR at least 60 days prior to the expiration of the current calibration.

If equipment is not operating correctly, the Contractor shall notify the COTR as soon as possible. The Contractor shall accurately document the problem in writing and perform rudimentary troubleshooting. The Contractor shall arrange for diagnosis and repair by either in-house or outside personnel. The Contractor shall coordinate as required with the TFHRC Facilities Management Staff, other support labs at TFHRC, and the TFHRC computer help desk, as appropriate, for assistance in diagnosing problems and repairing equipment.

When the Contractor identifies maintenance, calibration, special training, or repair issues, it shall provide the COTR with the necessary information in writing to enable the COTR to make a determination as to the course of action. Such information shall include, at a minimum, the nature of work needed, name of company to do work, phone number, and estimated cost. Upon receiving approval from the COTR, the Contractor shall schedule the calibration, maintenance, special training, or repair. The Contractor is authorized to purchase incidental parts and or office supplies without prior COTR approval up to \$200 per occurrence, not to exceed a monthly maximum of \$600. The Contractor shall submit receipts for such purchased items within 48 hours to the COTR.

The Contractor shall maintain an equipment repair and maintenance log. This log may be incorporated into an Equipment Inventory Database or Equipment Calibration Database.

Materials, Supplies, and Incidental Parts and Equipment:

The Contractor shall make arrangements to obtain and properly store necessary materials used for the construction of test specimens. The project manager for a given project shall notify the COTR of the specific materials, supplies, and the quantities needed. The project manager shall provide source and availability information along with a cost estimate to the COTR, who shall determine the methods for procuring the materials.

Accounts Management and Vouchers

The Contractor shall develop and maintain financial tracking systems sufficient to provide accounting information, such as the status of expended funds on a given task order as well as

hours and dollars expended by labor category for particular projects or task orders either in progress or completed. This information must be provided within 3 business days from the date of request.

Contractor vouchers shall include summary sheets as follows: 1) total number of work days, holidays, and maximum chargeable hours for the current billing cycle; 2) current and cumulative expenditures by task order; 3) current expenditures should be segregated by labor category, subcontractor labor charges, and other direct costs; 4) fixed fee (if applicable) by task order; 5) table indicating employee name and hours charged by task order; 6) table indicating employee name and time off (holiday, compensatory, sick, training, work at home, etc.); 7) comment lines explaining discrepancies, such as reasons why charged employee hours exceed maximum billable hours and Subcontractors billing cycle, if different.

The Contractor shall work with the COTR in developing the exact form for the above summary sheets.

Task B – Developing NDE Technologies

The Contractor shall be responsible for developing new and innovative NDE technologies as directed by Task Orders. This includes developing instrumentation and methods from concept to implementation, and may include mechanical design, software development, sensor design and construction, laboratory and field testing, fabrication of instruments and specimens, and implementing new theoretical approaches.

The Contractor may also be required to integrate or enhance existing system hardware and software, or adapt for field use. When required, the Contractor shall work with the original developers of the technology to improve the systems. The Contractor shall also identify potential improvements to NDE technologies, prepare detailed proposals for such improvements, and may be tasked with performing the modifications.

The Contractor may be required to perform NDE related research offsite. Circumstances under which this may be required include but are not limited to the following:

- Required specialized equipment is located off-site
- Specialized expertise is required that is not available on-site
- Test specimens are off-site

Task C – Technology Transfer, Implementation, and Support

The Contractor shall work with State Departments of Transportation, Universities, consultants, and other partners as required to meet the overall goals of the NDE Center. This includes organizing and facilitating technical meetings, assisting with the organization of conferences and working groups, and participating in meetings and conferences at the request of the COTR. The

Contractor shall maintain a database of NDE Center customers and stakeholders, which shall include contact information and type of interaction.

Other tasks shall include:

- For assigned projects, the Contractor shall prepare technical papers, briefs, technical summaries, reports and other documents as directed. Written materials shall be reviewed and approved for publication by the COTR. Regular publications in peer reviewed technical journals are required.
- As appropriate, contract personnel shall prepare and present technical presentations related to assigned projects at local, national or international meetings and conferences. All presentation materials shall be submitted to the COTR for review prior to presentation.
- Marketing and Outreach – the Contractor is required to provide assistance to the FHWA IT Department for the maintenance of the NDE Center’s web site. In addition, publications of periodic newsletters, informational literature on the NDE Center and project posters is a requirement.
- The Contractor shall assist FHWA personnel in providing facility tours, training, and demonstrations of equipment. Assistance shall include planning the activity, cleaning the labs and equipment, setting up demonstrations, acting as a tour guide or demonstrating equipment, describing test methods and procedures, and describing projects.

Task D – Performance Monitoring

Staff Meetings

Regular communication is key to successful laboratory operations. Therefore, the Contractor is required to conduct regular weekly on-site staff meetings. For those personnel who may be off-site, alternative modes of participation such as teleconference or web-based environments may be acceptable. The program manager (PM) is required to submit meeting notes to the COTR including an action matrix listing action items, dates and assignments, and current status with explanation of delays.

Progress Reports

The Contractor shall submit electronic progress reports to the COTR every two months on or before the 15th of the month following the 2 month period being reported. Each report must be technically brief, organized by task order, and shall contain concise statements covering the activities during the reporting period relevant to the requirement, including:

- a) Description of work accomplished on each project including:
 - Assigned staff
 - Types of tests completed
 - Qualitative summary of findings from data analyses
 - A description of any problems encountered or anticipated that will affect the completion of the effort within the timeframe and fiscal constraints as set forth in the task order, together with recommended solutions to such problems; or, a statement that no problems were encountered. Include any troubleshooting performed and by whom.
- b) Supplies and materials purchased
- c) Training taken as a result of government requirements
- d) A tabulation of the planned, actual and cumulative person-hours expended by the Contractor personnel
- e) A chart showing current (reporting period) and cumulative expenditures.
- f) Completed deliverables
- g) Expected future actions and deliverables
- h) Travel taken

TECHNICAL REPORT SPECIFICATIONS

Unless specified otherwise, technical reports under this contract shall be prepared in accordance with the latest version of the Turner-Fairbank Highway Research (TFHRC) Communications Reference Guide (FHWA-RD-03-074), available at <http://www.tfhrc.gov/qkref/qrgmain.htm>.

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

All Information Technology deliverables shall conform to the Electronic and Information Technology (EIT) Accessibility Standards. See <http://www.access-board.gov/508.htm> for more information.

STAFFING

The current NDE Center staff includes a program manager (PM), two lead researchers, and one technician (currently vacant). Changes in NDE Center scope or workload, and increases in funding levels may result in additional research positions and administration staff. In general, lead researcher staff at the NDE Center typically possess a broad range of technical expertise related to NDE of bridges and in-depth expertise in one or more NDE methods. Typical methods used for testing concrete structures include ground penetrating radar, impact echo, ultrasonic pulse velocity, sonic logging, and surface wave methods. For steel bridges, typical methods include ultrasonic, eddy current, dye penetrant, and magnetic particle methods. Methods used for both concrete and steel bridges include acoustic emission, radiography (X-ray, gamma ray, etc.) and infrared thermography. Research activities at the NDE Center also include numerical modeling, instrumentation, and structural testing.

Work is generally performed on site at TFHRC unless otherwise authorized and required. At a minimum, the Contractor shall provide the following staff with the stated qualifications:

Program Manager (PM - 1 required, assume 50% part-time)

Offerors shall propose 1 candidate.

Primary duties include the overall management and oversight of the NDE Center, and ensuring that all contract performance requirements are met. This includes employee performance management, taking overall responsibility for development and execution of work plans in cooperation with lead researchers, ensuring appropriate staffing levels, managing budgets and schedules, and technical review of all publications and presentations. Other responsibilities include managing personnel, providing financial summaries as required, negotiating with subcontractors and consultants, gathering technical information, and managing the NDE Center's outreach programs many of which are described under Task C. The PM shall seek to promote an environment conducive to cooperation, team building, and pro-active problem solving among staff.

The PM primarily acts as the facilitator and Quality Assurance supervisor of research. The PM shall be responsive to the Government's needs for excellent communication and customer service, and timely execution of tasks and requests for information.

Position Requirements:

1. Demonstrated experience in organizational management and administration.
2. Experience in managing laboratory and field research programs.
3. An engineering or science degree, with knowledge of NDE operations.
4. Facility with oral and written English.

Lead Researcher – Steel NDE (1 required, Full-time)

Offerors shall propose 1 candidate (2 recommended but not required; only 1 of which will be selected by FHWA).

Primary duties include research and development of NDE methods used for the detection and monitoring of growing cracks in steel bridges. In-depth knowledge of ultrasonic phased array and eddy current array is required. Knowledge of acoustic emission, infrared thermography, concrete NDE, instrumentation and system automation are a plus. The position requires on-site engineering, laboratory and field testing, evaluation of NDE technologies, and the research and development of new NDE methods to be used in health monitoring and inspection of steel bridges.

Position Requirements:

1. An advanced degree in engineering or science (M.S. or Ph.D.) with demonstrated knowledge in advanced NDE for civil infrastructure applications.
2. Facility with oral and written English.

Lead Researcher – Numerical Analyses (1 required, Full-time)

Offerors shall propose 1 candidate (2 recommended but not required; only 1 of which will be selected by FHWA).

Primary duties include numerical modeling and simulation techniques used for structural health monitoring and structural damage detection of highway infrastructures. Familiarity with nonlinear finite element modeling, analysis and simulation, simulation of ambient traffic flow loading and vehicle motions, and chaos analysis of response data for structural damage detection is required.

Position Requirements:

1. An advanced degree in engineering or science (M.S. or Ph.D.) with demonstrated knowledge in numerical analyses and civil NDE.
2. Facility with oral and written English.

Laboratory Technician (1 required, Full-time, currently vacant)

Offerors shall propose 2 candidates, only 1 of which will be selected by FHWA.

Primary duties include a wide range of laboratory and field activities in support of the NDE Center research programs. Laboratory and testing responsibilities include providing mechanical and electrical technical support, such as the set up of test apparatus and instrumentation. Level II or III ASNT (American Society for Nondestructive Testing) certification is a plus.

The technician is also responsible for ensuring that laboratory resources are readily available for use. This includes performing and/or arranging for regular and irregular equipment maintenance, reporting repair issues, and ensuring laboratory safety and cleanliness standards are met, in accordance with the Safety & Security section under Task A above.

Position Requirements:

1. Facility with computers and experience with basic MS office programs.
2. Experience with or the ability to learn technical graphing software.
3. Work experience using NDE systems.
4. Facility with oral and written English.

SECTION D - PACKAGING AND MARKING

Deliverables under this contract shall be prepared and packaged for shipment using best commercial practices so as to ensure safe and timely delivery.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.246-4 Inspection of Services - Fixed-Price. AUG 1996

52.246-5 Inspection of Services - Cost-Reimbursement. APR 1984

52.246-9 Inspection of Research and Development (Short Form) APR 1984

52.246-16 Responsibility for Supplies. APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance under this IDIQ contract consists of a one year base period and four option years, for a total potential period of performance of five years. Any Task Orders issued prior to the expiration date of this contract and not completed within that time, shall be completed by the Contractor within the time specified under task order. The Contractor is required to abide by the terms and conditions of this contract until the conclusion of the Task Order performance period. The period of performance for each Task Order shall be specified within the Task Order document.

F.2 PLACE OF PERFORMANCE

Generally, work performed under this contract shall be accomplished at the Turner-Fairbank Highway Research Center in McLean, Virginia. However, during the performance of the contract, it is anticipated that Task Orders may be issued by the COTR that specify other designated locations, including the three test bridges located in Northern Virginia and at other sites throughout the United States (see also Task A).

F.3 PLACE OF DELIVERY

All deliverables shall be delivered F.O.B. Destination, under transmittal letter, to the COTR at the following address:

Federal Highway Administration
Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, VA 22101
Attention: (to be filled in at award)

F.4 DELIVERABLES

Deliverables in support of the NDE Center may include, but are not limited to the following:

- Work plans
- Technical documents (white papers, reports, peer reviewed journal papers, and other written materials)
- Presentation materials (oral and/or written)
- Data from all work performed
- Progress reports for labs and projects
- Standard Laboratory and Field Operating Procedures (SOPs)
- Web Sites / Web Pages
- Logs of task requests, equipment maintenance, specimens, tests
- Incidental supplies, materials and equipment

F.5 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDER PROCEDURES

The following ordering procedure shall apply to all Task Orders (TOs) issued under this contract. TOs shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition:

- a. The Contracting Officer (CO) or Contract Administrator (CA) will issue Task Order Proposal Requests (TOPR) to the Contractor. Each TOPR will indicate the objectives or results desired by the Government. These objectives shall be within the scope, period, and maximum value of the contract.
- b. The TOPR may be issued by written communications or other electronic means. Each TOPR will state the due date for proposal submission.

c. Each TOPR will contain, as a minimum, the following information:

- (1) COTR Name;
- (2) Contract Number, task order number, due date and time;
- (3) Description of work;
- (4) Reports and/or Data deliverables;
- (5) Delivery/performance schedule;

d. Proposals shall be delivered, on or before the due date, both to the COTR (See F.3) and to the Contract Administrator at the following addresses:

Federal Highway Administration
Office of Acquisition Management
Room Number: E66-207
1200 New Jersey Avenue, SE HAAM-30
Washington, D.C. 20590
Attention: Daniel Confer

Each proposal must clearly state the contract number and TOPR number on the outside of the submission envelope.

e. The proposal shall outline the Contractor's overall approach for completing the task order and shall, at a minimum, include:

- (1) Signed cover letter stating that this is the task plan to the TOPR;
- (2) Discussion of technical approach for performing the work;
- (3) Estimated date of commencement of work, and any changes proposed to the schedule of performance;
- (4) Direct labor hours and labor rates, by applicable labor category, and the totals estimated to complete the task; key personnel assigned;
- (5) The travel and material cost estimates;
- (6) An estimate for Subcontractors and consultants;
- (7) Other pertinent information, such as any applicable other direct costs, direct and indirect overhead rates; and fee or profit proposed.

- (8) The total estimated cost for completion of the task order.
- f. The Contracting Officer may modify task orders in the same manner as they are issued.
 - g. In the event that there is a conflict between the requirements of the task order and the Contractor's work plan, the task order shall prevail.
 - h. If the Contractor either at the time of receipt of a task order or at any time during work assignment performance has reason to believe that the cost or number of labor hours will exceed the estimates set forth in the task order, the Contractor shall immediately notify the COTR and Contracting Officer in writing and suggest a revised estimate for completion of the work required. After discussion with the COTR, the Contracting Officer may issue a modification revising the terms and conditions of the task order.
 - i. The Contractor is not authorized to expend funds beyond those obligated to the task order. Additionally, the effort under each task order shall not exceed the total ceiling price specified. The Limitation of Funds or Limitation of Cost clauses apply to each CPFF task order individually. Therefore, the Contractor is required to notify the CO by each individual task order in accordance with clauses 52.232-22, Limitation of Funds, and 52.232-20 Limitation of Cost, as applicable.

G.2 FUNDS AVAILABLE

Cost reimbursable task orders issued under this IDIQ may be incrementally funded. The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required by the clause shall be made in writing to the CO. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the CO the data collected and the material produced, in process, or acquired in connection with the performance of the project provided herein, together with a summary report in three copies of its progress and accomplishments to date.

G.3 PAYMENT – COST REIMBURSEMENT (Cost Reimbursement Task Orders)

For Cost Reimbursable task orders, the Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. A statement of costs incurred by the Contractor in the performance of Cost Reimbursable task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim payment request. Each monthly interim payment request shall be submitted in accordance with the attached, "FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the CO is required if the Contractor wishes to use a different payment request format.

In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the CO that the Contractor is making adequate progress toward successful contract completion.

Final invoice payment shall be made upon the CO's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.

G.4 PAYMENT - AWARD FEE

NOTE: The Contractor, when preparing their proposal, **SHALL NOT** apply an award fee percentage to any costs, nor include an award fee amount in its total proposed cost.

The minimum and maximum Award Fee Pool amounts are listed in Section B.

If the actual effort expended by the Contractor during the six month evaluation period is more than 10%, or less than 10%, of the estimated level of effort for each evaluation period (currently \$909,500), the amount of available award fee pool shall be either increased or reduced at the unilateral discretion of the Contracting Officer who will make such determination based on an analysis of the reasons for the variance.

- (a) Beginning with the effective date of this contract, the Government will evaluate the Contractor's performance periodically for a determination of award fee, which shall be made by the Government Fee Determination Official, in accordance with the award-fee evaluation plan prepared for this contract, and shall not be subject to the Disputes clause of this contract.
- (b) The Government Fee Determination Official shall determine the portion of maximum award fee allocable to each evaluation period, based on the percentage of work completed during the evaluation period. In no event may the sum of the award fee pools for all evaluation periods exceed the maximum potential award fee for the contract as stated in Section B. The Contractor shall be advised in writing of the evaluation results and the reasons why a particular award fee amount was earned. The Contractor will be given an opportunity to comment on the evaluation results.
- (c) The Government Fee Determination Official shall notify the Contractor in writing of the results and amount of award fee earned [see (b) above]. Upon receipt of such notification, the Contractor may submit an invoice for the determined award fee amount.
- (d) See Sections H.1, H.2, H.3, and H.4 for more information.

G.5 PAYMENT – FIXED FEE

NOTE: The Contractor, when preparing their proposal, **SHALL NOT** apply a fixed fee to any costs.

In accordance with the fixed-fee clause at FAR 52.216-8, and the instructions contained under this paragraph, the Contractor may request monthly payment for any applicable fixed-fee amounts stated on task orders issued under this IDIQ contract. This shall be based on the Contracting Officer's determination of satisfactory continued contract performance. After payment of 85 percent of the total fixed-fee, further payment of the fixed-fee may be withheld until a reserve of either 15 percent of the total fixed-fee or \$100,000, whichever is less, is set aside. The withheld portion of the fixed-fee, if any, shall be released to the Contractor after a determination is made by the Contracting Officer that all contract requirements have been satisfactorily completed. Withholding of this amount requires no specific instruction from the Contracting Officer.

G.6 PAYMENT OF FIXED PRICE TASK ORDERS

For Fixed Price task orders issued under this IDIQ contract, unless otherwise specified in the individual task order, the Contractor may request payment for the Fixed Price specified in the task order upon the Government's acceptance of work under that task order. When applicable, partial payment may be made for partial delivery. Payment will be authorized when the CA receives the COTR's determination of satisfactory completion or acceptance of work or deliverables required under each task order.

G.7 INDIRECT COSTS (Applies Only to Cost Type Task Orders)

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the billing rate of [__TO BE NEGOTIATED__]. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

G.8 BILLING RATES

The provisional labor and indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the CO. The Contractor shall request new provisional billing rates in writing. Such request shall delineate the current and proposed rates to be used along with the effective rate of escalation.

G.9 TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the COTR.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The CO has designated _____ as COTR to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The CO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The CO shall authorize any such revision in writing.

G.11 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.12 ON-SITE DUTY HOURS

Working hours shall generally be from 7:30 a.m. to 4:00 p.m., including lunch, Monday through Friday, exclusive of legal holidays, unless otherwise requested by the COTR. Work hours for Contractor personnel shall not exceed 40 hours per week unless authorized in advance by the COTR. If vacation time of an employee is expected to exceed 10 consecutive working days or sick leave exceeds 5 consecutive working days, a replacement shall be provided. Alternative work schedules may be approved by the COTR on an individual basis.

G.13 HOLIDAYS AND ADMINISTRATIVE LEAVE

Any Contractor personnel working on Government premises shall observe only the holidays listed below:

New Year's Day	Columbus Day	Martin Luther King Jr.'s Birthday
Veteran's Day	Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day	Independence Day
Labor Day		

Any other day designated by Federal statute.
Any other day designated by Executive Order.
Any other day designated by Presidential proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on Sunday, the following Monday is observed. The cost of salaries and wages to the Contractor for the above days shall be a direct cost for employees whose regular time is normally direct charged, and a reimbursable item of indirect cost for employees whose regular time is normally charged indirect (in accordance with the Contractor's accounting policy.) It is understood and agreed between the Government and the Contractor that observance of these days by the Contractor personnel shall not "on-its-face" cause an additional period of performance, or entitlement of compensation except as set forth above. In the event the Contractor's personnel work during a holiday, no form of holiday or other premium compensation will be reimbursed either as direct or indirect costs. When administrative leave is granted to FHWA Federal employees in the Washington, D.C. metropolitan area, on-site Contractor personnel will also be dismissed. When administrative leave is granted to Contractor personnel as a result of inclement weather, as a result of potentially hazardous conditions, or as a result of other special circumstances, it will be without loss to the Contractor. The cost of salaries and wages for on-site personnel for the period of any such excused absence will be a reimbursable item as explained in the preceding paragraph.

G.14 RESTRICTIONS AND STANDARDS OF CONDUCT

The Contractor and his/her employees shall conduct only business covered by this contract during periods paid for by the FHWA and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

G.15 OVERSIGHT OF CONTRACTOR STAFF

The Contractor shall be responsible for overseeing and managing tasks performed by contract staff working on-site at TFHRC. The Contractor shall ensure that work is conducted in a timely and professional manner and in accordance with standard safety practices. The Contractor shall

designate a local (within Turner-Fairbank commuting distance) Program Manager to manage Contractor staff and interface with Government personnel during the contract performance. Initial project assignments required by the COTR shall be coordinated through the Contractor's Program Manager. Subsequent technical direction and guidance by the COTR may be given directly to contractor staff . However, as this is a non-personal services contract, Government personnel may not directly supervise Contractor staff.

G.16 INVOICES

Submit all invoices to one of the following invoice addresses:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (i) "Invoice No. #
 - (ii) Contract/Agreement Number
 - (iii) Name of your Company/Organization."
 - (iv) Attention: [Contract Specialist Name]

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company – Attention: John Doe

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the Contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: [Contract Specialist Name]
Express Delivery Point of Contact: April Grisham, 405-954-8269

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City OK 73126-8865
Attention: Daniel Confer

All invoices, regardless of submission method, must identify (Contract Specialist Name) as the invoicing point of contact.

An invoice submitted to an address other than those identified above after February 1, 2008, will be returned to the vendor as non-conforming.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TAR 1252.216-71 DETERMINATION OF AWARD FEE (APR 2005)

- (a) The Government shall evaluate Contractor performance at the end of each specified evaluation period to determine the amount of award. The Contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.
- (b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The Contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.
- (c) The Contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The Contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within 30 days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.
- (d) Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(End of Clause)

H.2 TAR 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

- (a) A Contractor Performance Evaluation Plan, upon which the determination of award fee shall be based (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan is provided under Section H, herein.
- (b) The Performance Evaluation Plan shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any: (1) Technical (including Schedule) requirements if appropriate; and (2) Management and Cost Functions selected for evaluation.

- (c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 15 days prior to the start of the evaluation period to which the change will apply.

(End of Clause)

H.3 TAR 1252.216-73 DISTRIBUTION OF AWARD FEE (APR 2005)

- (a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period: Every 6 months

Available Award Fee:	TBD Base Period
	TBD Option Year 1
	TBD Option Year 2
	TBD Option Year 3
	TBD Option Year 4

- (b) After the Contractor has been paid 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less. Thereafter, base fee and award fee payments may continue.
- (c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.
- (d) The Government will promptly make payment of any award fee upon the submission by the Contractor to the Contracting Officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

(End of clause)

H.4 AWARD FEE EVALUATION PLAN AND PROCEDURES

1. The Contractor's performance shall be evaluated at 6-month intervals by a Performance Evaluation Board (PEB).
2. Award Fee Evaluation Criteria and Weights

For any performance period, the evaluation plan may be changed to reflect the type of work being performed or changes in program emphasis. Any changes to the below-stated evaluation criteria will be furnished to the Contractor at least 15 working days prior to the beginning of an evaluation period, or as otherwise mutually agreed.

Criteria	Surveillance Method	Points Earned	Comments / Justification
Laboratory cleanliness & organization	Random visits by COTR.	(10 points Max)	
Staff productivity & proactivity, including planned vs. actual work, time management, employee initiative, and quality and timeliness in completion of assignments.	Weekly staff meeting notes, progress reports and random visits by COTR.	(40 points Max)	
Responsiveness of Program Manager (PM) to COTR requests, effectiveness of PM in managing the team and ensuring timely, quality, and cost-effective contract performance, and timely implementation and effective oversight of subcontractor/consultant relationships, effectiveness of communication with staff, and ability to resolve staff concerns.	Weekly staff meeting notes, progress reports, and personal interaction between the COTR, the PM, and contractor staff. Random lab visits by the COTR.	(30 points Max)	
Customer Service, including maintenance of effective communication and working relationships between Contractor and FHWA, complete and accurate vouchers, timely correction of voucher mistakes, timely processing of modifications, task orders, and technical directives, and on-time submission of progress reports and other deliverables.	Interactions between FHWA and Contractor staff.	(20 points Max)	
	Total Score (out of 100)	_____	

3. Procedures

The following procedures will be followed in evaluating Contractor performance for determination of award fee amount:

- (a) The Contractor's performance shall be formally evaluated at the end of each 6-month period of the contract term. Evaluation of Contractor performance shall be made by the PEB utilizing the criteria described above. The Board shall report its fee recommendation to the Fee Determination Official (FDO) concerning the proposed award fee amount.
- (b) Within 15 work days after determination of the proposed award fee, the Government will notify the Contractor of the award fee proposed and the basis for the determination. A letter setting forth the award fee to be paid will be issued by the Contracting Officer.

4. Numerical Ranges and Adjective Definitions

The following will be used in the award fee evaluation:

<u>Adjective</u>	<u>Grade Range</u>	<u>Definition</u>
Excellent	90-100	Superlative level of performance, achievement of distinguished results and effectiveness. No deficiencies. Excellent, over and above level of responsiveness and pro-activity in resolving problems.
Good	80-89	Effective performance; responsive to contract requirements; adequate results. Reportable deficiencies with identifiable, small effects on overall performance. Good level of responsiveness and pro-activity in resolving problems.
Fair	70-79	Barely meets minimum acceptable standards, remedial action suggested. Reportable deficiencies which adversely affect overall performance. Lackluster level of responsiveness and pro-activity in resolving problems.

Unsatisfactory	0-69	Below minimum acceptable standards; poor performance; inadequate results; requires prompt remedial action. Significant deficiencies. Poor level of responsiveness and pro-activity in resolving problems.
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5. Determination of Award Fee Amount

The scores assigned to the adjective definitions, which determines the award fee amount are as follows:

(a)	<u>Adjective</u>	<u>Scoring Range</u>	<u>Award Fee Amount (% of pool)</u>
	Excellent	90-100	100%
	Good	80-89	60%
	Fair	70-79	20%
	Unsatisfactory	0-69	0%

H.5 KEY PERSONNEL

- (a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate. A formal contract modification shall not be required.
- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the COTR, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to the COTR. The Contractor shall not remove or replace personnel under this contract until the COTR has had a chance to review and comment on the proposed change.

The Key Personnel under this Contract are:

[to be completed at award]

(End of clause)

H.6 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES

QUALIFICATIONS OF CONTRACTOR EMPLOYEES (DEVIATION) (MAY 2005) - Alternate 1 (October 2005).

- a. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
- b. Work under this contract may involve access to DOT facilities, sensitive information or resources (e.g., computer systems). To protect sensitive information, which shall not be disclosed by the Contractor unless authorized in writing by the contracting officer, the Contractor shall provide training to any Contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.
- c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
- d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Technical Representative (COTR) or Project/Program manager (PM) request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.
- e. The Contractor shall ensure that Contractor employees are citizens of the United States of America or aliens who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and
- f. The Contractor shall immediately notify the COTR or PM when an employee's status changes (e.g., employee's transfer, completion of a project, retirement, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.
- g. To ensure the requirements of FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, are met, the Contractor shall:

1. Provide a listing of personnel for whom an identification (ID) card is requested to the COTR or PM who will provide a copy of the listing to the card issuing office. This may include Contractor and Subcontractor personnel. Follow issuing office directions for submittal of an application package(s).
 2. While visiting or performing work on a DOT facility, as specified by the issuing office, PM or COTR, ensure that Contractor employees prominently display their identification card.
 3. Promptly deliver to the issuing office: (1) all ID cards assigned to an employee who no longer requires access to the facility; and (2) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.
 4. Immediately report any lost or stolen ID cards to the issuing office and follow their instructions.
- h. The Contractor shall include the substance of this clause in all subcontracts at any tier where the Subcontractor may have access to Government facilities, sensitive information, or resources.
- i. Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

H.7 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- (a) Contractor Performance Evaluations Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted thirty days to respond. Contractor response is voluntary and is not mandatory. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the CO, whose decision is final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- (b) Electronic Access to Contractor Performance Evaluations FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for architect-engineering) require agencies to prepare interim and final evaluations of Contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. The CPS module for

architect-engineer contracts is not yet available therefore the following information regarding electronic access does not apply to architect-engineer contracts.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpsContractor.nih.gov/>. The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the Contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the Contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

(End Of Clause)

H.8 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the CO. One copy of any material proposed to be published or distributed shall be submitted to the CO.

(End of clause)

H.9 TECHNICAL DIRECTIVES (TD)

The Contractor shall be responsible to accomplish all tasks related to the Government's requirements delineated in Section C of the basic contract, and as specified on individual task orders. During the course of task order performance, the COTR may issue specific TDs. Such directives shall be issued for the purpose of providing technical direction and guidance to the Contractor within the overall scope of the contract and Task Order. The COTR shall submit such directives to the designated Contractor representative (project/program manager) via e-mail. The Contractor shall respond with a rough order of magnitude cost estimate (ROM), which may include labor categories, number of hours, rates, travel, and material as applicable, or as otherwise required by the COTR. Upon written approval by the COTR, the Contractor may proceed with performance.

No TD issued by the COTR shall constitute a change to the terms and conditions of the task order or the basic IDIQ contract. In accordance with FAR clause 52.243-7 Notification of Changes, the Contractor is required to promptly notify the Contracting Officer if it feels that a TD has altered any of the terms and conditions of this task order or the basic IDIQ contract.

The program manager (PM) may designate oversight responsibility to a lead researcher (LR) for technical directives on a case by case basis.

H.10 CONTROL AND DISPOSAL OF HAZARDOUS CHEMICALS

The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations 29 CFR Parts 1910 and 1926. Attention is directed to the control of hazardous material, Section 1910.1200 of the OSHA regulations and the Environmental Protection Agency regulations concerning the disposal of hazardous waste [Solid Waste Disposal Act, as amended by the Resources Conservation Act of 1976, as amended (42 U.S.C. 6901 et seq.)].

H.12 USE OF GOVERNMENT FURNISHED FACILITIES

The Government will provide, as a minimum, the following facilities and equipment necessary for the Contractor to conduct the required work:

1. Office space and furniture to satisfy the needs of Contractor on-site personnel.
2. Computers connected to the TFHRC network, computer software, and printer access for on-site personnel.
3. Telephone services for official use in connection with the duties performed under this contract.
4. Reproducing equipment to satisfy the needs of the Contractor for services rendered relative to this contract.
5. Normal office supplies to satisfy the needs of Contractor on-site personnel.
6. Laboratory equipment, materials and supplies needed (except as noted below) to perform the work

Items not provided by FHWA include personal safety equipment such as hard hats, steel-toed shoes, and safety glasses. Also not provided are uniforms and protective clothing required by the Contractor's staff.

H.13 GOVERNMENT FURNISHED OR CONTRACTOR ACQUIRED PROPERTY

Equipment provided by the Government or acquired by the Contractor for the performance of work under this contract shall be maintained and accounted for in accordance with the provisions of FAR Part 45. At the conclusion of the contract, all equipment provided by the Government to the Contractor shall be returned to the Government in the same condition as when provided to the Contractor, less normal wear and tear. The Contractor is responsible for transporting all equipment to TFHRC, F.O.B Destination, at the conclusion of the contract.

H.14 TAR 1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its Subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on [Form DOT F 4220.43](#), Contractor Report of Government Property.

(End of clause)

H.15 TAR 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2005)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOT e-Government sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the Contractor's copy be corrupted; and
- (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

- (2) National Institute of Standards and Technology (NIST) Guidelines;
 - (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
 - (4) DOT Order 1630.2B, Personnel Security Management.
- (c) Within 30 days after contract award, the Contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.
- (d) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.
- (e) On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.
- (f) The Contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

(g) The Contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The Contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

(End of clause)

H.16 PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING

a. It is anticipated that in performance of this contract, the Contractor through certain of its employees comprising its Project Team may require access to, or be in receipt of, certain confidential and proprietary information and data relating to FHWA's plans, programs, technical requirements, budgetary matters, and such other information, the disclosure of which may give the Contractor a competitive advantage or be adverse to the interests of the Government. The Contractor shall not disclose such information acquired to anyone, other than the Government, including Contractor's other employees, without the prior written consent of the Contracting Officer.

- b. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and provided such data is marked "Proprietary and Confidential," the Contractor shall protect such information from unauthorized use and disclosure and agrees not to use it to compete against such companies.
- c. For these purposes, "Proprietary and Confidential" information shall mean any information reasonably so designated that is not generally available to the public; but not information that becomes available on a non-confidential basis from another source, or was known to Contractor on a non-confidential basis prior to its disclosure to Contractor in the performance of this contract.
- d. It is anticipated that during performance of this contract, the Contractor's Project Team may have access to technical evaluations of other Contractor's offers or products. FAR 9.505-3 provides that contracts shall not generally be awarded to a Contractor that would evaluate, or advise the Government concerning, its own products or activities, or those of a competitor, without proper safeguards to ensure objectivity and protect the Government's interests. These safeguards will be accomplished by restricting future contracting with the Government, as delineated below.
- e. The Contractor, when acting through its Project Team, may be restricted in its future contracting with the Government for any service or product which may encompass information acquired under items a and b above that is not publicly available and could give a competitive advantage to the Contractor or would be adverse to the interests of the Government. Accordingly, the Contractor may be ineligible to perform as a prime Contractor, Subcontractor or Consultant, or in any capacity to any supplier under an ensuing Government contract. Any questions on this matter may be immediately addressed to the Contracting Officer.
- f. These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.
- g. The Contractor agrees to train its Project Team employees who will have access to such sensitive information in all necessary security procedures and require them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information.
- h. In the event that the Contractor fails to comply with this provision of the contract, the Government may terminate the contract for default.
- i. The Contractor shall include the substance of this confidentiality agreement in all subcontracts and Consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

PART II

SECTION I - CONTRACT CLAUSES

I.1 FH.01 PRINTING RESTRICTIONS

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION. JUL 2006

All Contractors desiring to receive awards of DOT contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the contract's period of performance. The CCR is a Department of Defense web-based repository of Contractor information.

Interested offerors should read and understand the requirements of FAR 52.204-7. The offeror must register in the CCR prior to receiving any DOT contract awards, and must maintain current, updated information in CCR throughout the performance period of the contract. The Electronic Funds Transfer information in the CCR must be accurate in order for Contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

*****ALERT***** FRAUDULENT CCR LETTERS*****

Recently, current U. S. Department of Transportation (DOT) Contractors and potential Contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential Contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, Contractors should go directly through the CCR

website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov/> or call 1-888-227-2423.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)

(a) *Exceptions from cost or pricing data.*

- (1) In lieu of Submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on

the date of the agreement on price or the date of the award, whichever is later, the Contractor may Submit a written request for exception by Submitting the information described in the following paragraphs. The CO may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or Subcontracts for commercial items.

(A) If (1) The original contract or Subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or Subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or Subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or Subcontract from a contract or Subcontract for the acquisition of a commercial item to a contract or Subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being Submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each

offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the CO or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall Submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I.5 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. JUL 1990

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [TBD] or the overtime premium is paid for work:
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall:
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

NOTE: All Overtime must be approved in advance by the COTR.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

1. 52.202-1 Definitions (JULY 2004)
2. 52.203-3 Gratuities (APR 1984)
3. 52.203-5 Covenant Against Contingent Fees (APR 1984)

4. 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
5. 52.203-7 Anti-Kickback Procedures (JUL 1995)
6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (SEPT 2007)
9. 52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2007)
10. 52.203-14 Display of Hotline Poster(s) (DEC 2007)
11. 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
12. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
13. 52.215-2 Audit and Records - Negotiation (JUN 1999)
14. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
15. 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
16. 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
17. 52.215-14 Integrity of Unit Prices (OCT 1997)
18. 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
19. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JULY 2005)
20. 52.216-7 Allowable Cost and Payment (DEC 2002)
The designated payment office will make interim payments for contract financing on the “30th” day after the designated billing office receives a proper payment request.

21. 52.216-8 Fixed Fee (MAR 1997)
22. 52.216-18 Ordering (OCT 1995)
Fill in: TBD
23. 52.216-19 Order Limitations (OCT 1995)
24. 52.216-22 Indefinite Quantity (OCT 1995)
Fill in: TBD
25. 52.217-8 Option to Extend Services (NOV 1999)
Fill in: TBD
26. 52-217-9 Option to Extend the Term of the Contract (MAR 2000)
27. 52.219-8 Utilization of Small Business Concerns (MAY 2004)
28. 52.219-28 Post-Award Small Business Program Re-representation (JUNE 2007)
29. 52.222-3 Convict Labor (JUNE 2003)
30. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
31. 52.222-26 Equal Opportunity (MAR 2007)
32. 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
33. 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
34. 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
35. 52.222-38 Compliance With Veterans' Employment Reporting Requirements (Dec 2001)
36. 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
37. 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)
38. 52.223-6 Drug-Free Workplace (MAY 2001)
39. 52.223-10 Waste Reduction Program. (AUG 2000)

40. 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)
41. 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
42. 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
43. 52.227-1 Authorization and Consent (DEC 2007)
44. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
45. 52.227-3 Patent Indemnity (APR 1984)
46. 52.227-14 Rights in Data - General (DEC 2007)
47. 52.227-16 Additional Data Requirements (JUN 1987)
48. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
49. 52.230-2 Cost Accounting Standards (APR 1998)
50. 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
51. 52.230-6 Administration of Cost Accounting Standards (APR 2005)
52. 52.232-17 Interest (JUN 1996)
53. 52.232-20 Limitation of Cost. (APR 1984)
54. 52.232-22 Limitation of Funds (APR 1984)
55. 52.232-23 Assignment of Claims (JAN 1986)
56. 52.232-25 Prompt Payment (OCT 2003) - Alternate I (Feb 2002)
57. 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
58. 52.233-1 Disputes (JUL 2002)
59. 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
60. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

61. 52.236-8 Other Contracts (APR 1984)
62. 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
63. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
64. 52.242-3 Penalties for Unallowable Costs (MAY 2001)
65. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
66. 52.242-13 Bankruptcy (JUL 1995)
67. 52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate III (APR 1984)
68. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate I (APR 1984)
69. 52.243-7 Notification of Changes (APR 1984)
70. 52.244-2 Subcontracts (JUN 2007) - Alternate I (JUN 2007)
71. 52.244-5 Competition in Subcontracting (DEC 1996)
72. 52.244-6 Subcontracts for Commercial Items (MAR 2007)
73. 52.245-1 Government Property (JUNE 2007)
74. 52.246-25 Limitation of Liability - Services (FEB 1997)
75. 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
76. 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
77. 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
78. 52.249-14 Excusable Delays (APR 1984)
79. 52.251-1 Government Supply Sources (APR 1984)
80. 52.253-1 Computer Generated Forms (JAN 1991)

**II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS
(48 CHAPTER 12) CLAUSES**

- 1252.223-71 Accident and fire reporting APR 2005
- 1252.223-73 Seat belt use policies and programs APR 2005
- 1252.235-70 Research misconduct. APR 2005
- 1252.242-73 Contracting officer's technical representative. OCT 1994

PART III

SECTION J - LIST OF ATTACHMENTS

1. FHWA Cost Reimbursement Billing Instructions – 4 pages
2. OF-17, Offer Label – 1 page
3. Past Performance Questionnaire – 3 pages
4. Authorized Negotiators Form – 1 page
5. Certification of Data – 1 page
6. Standard Form LLL, Disclosure of Lobbying Activities – 2 pages

PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.204-8 Annual Representations and Certifications (Jan 2006)

a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(please show the RFP number and closing date on the forwarding envelope)

SITE VISIT:

A pre-proposal site visit and discussion of the RFP is scheduled for May 7, 2008 at:

Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, VA 22101

Time: To Be Announced via Fed Biz Opps website.

Offerors are strongly encouraged to attend. This will be the only site visit and RFP discussion scheduled. **Advance RFP Questions must be submitted to Daniel.Confer@dot.gov by May 4, 2008.**

Access to the site is controlled, therefore those wishing to attend must contact:

Daniel.Confer@dot.gov, by May 4, 2008 with the following information:

Name(s), Company, Phone Number, Email Address

PROPOSAL DELIVERY

NOTE: To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, included as Attachment No. 2 and available on line at <http://www.fhwa.dot.gov/aaa/forms.htm>.

This RFP is being transmitted electronically. Offerors are reminded that if you download copies of this or any other solicitation you will NOT automatically receive amendments to those solicitations. It is your responsibility to check back frequently to the download source to see if any amendments have been issued to solicitations you have downloaded. All amendments will be posted to, and downloadable from **www.fbo.gov**.

Please direct all questions to Mr. Daniel Confer at email daniel.confer@dot.gov or phone number (202) 366-0730.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(d)(1), (2) and (3).

NOTE: Facsimile bids/proposals will not be considered for this solicitation.

L.1 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

L.2 52.215-1 Instructions to Offerors – Competitive Acquisitions (JAN 2004)

Pursuant to FAR 52.215-1 (JAN 2004), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

L.3 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.
(End of provision)

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates an indefinite-delivery-indefinite-quantity (IDIQ) contract resulting from this solicitation.

L.5 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)

- (2) Any award resulting from this solicitation will be made to a small business concern.
(End of clause)

NOTE: The North American Industry Classification System (NAICS) code for this acquisition is 541712. The small business size standard is 500 employees.

L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

The Government's evaluation criteria are delineated in Section M, herein. Offerors are advised to carefully review Section M in preparing their proposal submissions.

L.7 PROPOSAL FORMAT

All Offerors shall submit the following:

1. RFP Section A, Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned in Volume II.

2. A completed Standard Form LLL, Disclosure of Lobbying Activities, must be completed and submitted in Volume II. The Form is included as Attachment No. 6.
3. In addition, each Offeror must submit an original and 4 copies of the proposal Volumes I and II as described below.

The format of the above proposal volumes shall be as follows:

1. Proposals shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in VOLUME I.

Proposal Submittal Location

The original proposal and four copies shall be submitted to the following address.

Federal Highway Administration
Office of Acquisition Management
Room Number: E66-207
1200 New Jersey Avenue, SE
Washington, DC 20590
Attn: Daniel Confer (HAAM-30)

L.8 VOLUME I - “TECHNICAL PROPOSAL”

Volume I shall consist of two (2) parts:

Part I – Technical & Management Approach

Part II – Staffing

Parts I, and II of Volume I shall be bound together in a single volume that is separate from VOLUME II.

L.9 VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.”

Volume II shall consist of three (3) parts:

Part I – Cost/Price Information

Part II – Other Financial & Organizational Information

Part III – Past Performance

Parts I, II, and III of Volume II shall be bound together in a single volume that is separate from VOLUME I.

L.10 VOLUME I - TECHNICAL PROPOSAL

CERTIFICATION OF DATA

The form included as Attachment No. 5, and must be completed and submitted as a part of Volume 1.

PART I - TECHNICAL & MANAGEMENT APPROACH

Please include the following:

a) A discussion that describes in detail your proposed technical approach to the meeting the requirements of the SOW if awarded a contract. Demonstrate your understanding of the requirements of the effort. Address program and project management methodology as well as budget planning. In accordance with Section C, ‘Accounts Management and Vouchers’, please provide information on accounting processes and procedures sufficient to allow the Government to evaluate your ability to meet the requirements. Also provide a list of standard and custom reports that may be generated.

b) A discussion of the organization’s overall capability to manage, coordinate, and provide the required staffing to accomplish efforts of this type. Organizational hierarchies and lines of communication should be addressed. Include your plan to fill the differing types of vacancies that may occur related to poor performance, retirement, new Government requirements, and/or normal turnover. Your approach to motivating, incentivizing, rewarding, recruiting, and training employees should be included here as well.

Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the technical proposal.

PART II – STAFFING PROPOSAL

The Staffing Proposal shall consist of a clear description of how the proposed staffing meets the qualifications required by the various sections of this RFP (especially Sections C). Provide the names and resumes of all proposed personnel. Resumes shall clearly identify and describe the individual's education, experience, pertinent journal articles, and list the staffing category to which he/she will be assigned. Provide evidence that all proposed personnel are available and committed to fulfill the estimated annual level-of-effort requirements specified for their labor category. Provide a list of current time commitments for the proposed Program Manager and the Program Manager's maximum availability in the event that the government desires to increase the level-of-effort. Provide letters of commitment for all personnel. If subcontracting for professional staffing is required, indicate the number and types to be subcontracted to other sources.

Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the staffing proposal.

L.11 VOLUME II - BUSINESS AND COST/PRICE PROPOSAL

This volume shall be separate from volume I, and shall contain all pricing information and certain general financial/organizational information as described below:

PART I - COST/PRICE INFORMATION

Your cost or price proposal shall be specific and complete in every detail. Cost figures must **not** be shown in the forwarding letter or in the technical or staffing proposals.

For proposal purposes, offerors shall use the ESTIMATED LEVEL OF EFFORT provided under L.12 and the estimated Travel and Other Direct Costs (See Section B), then apply their overhead and indirect rates as applicable. **DO NOT** apply any fixed fee or award fee.

Offerors shall submit a budget summary for the entire 60 months contract period of performance and a separate summary for each year of the project. Budget summaries shall clearly identify the following information as applicable:

- a. Labor Rates – Provide both standard and overtime labor rates for each category delineated in Section C. Include number of hours and yearly escalation. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.

- b. Productive Hours – Detail how you define “direct productive hours” and how vacation, sick and other types of leave are accrued, accounted for, and charged.
 - c. Indirect Rates – Discuss your proposed rates for all years. Identify the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. State any differing rate applications (for example if there is a different proposed rate when applied to travel than when applied to Subcontractor costs) Offerors must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded this contract?
 - d. Subcontracting/Consultants: If Subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the Subcontractor shall be furnished:
 - (1) Name and address of the Subcontractor or consultant.
 - (2) Identify the individual’s name, positions and the portion of work to be conducted by the Subcontractor or consultant.
 - (3) Cost/price proposal (with supporting information as necessary).
- NOTE:** Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed Subcontractors/consultants in accordance with FAR 15.404-3. *A cost/price analysis report must accompany each named Subcontractor/consultant as defined at FAR 15.404-3.*
- (4) A letter or other statement from each proposed consultant and/or Subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.
 - e. Other Direct Costs & Travel: Offerors shall use the estimated figures included in Section B.
 - f. Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter company pricing policy.
 - g. Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the CO or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The

FHWA may use an independent Contractor for cost and price analyses.

- h. Profit/Fee: An offeror SHALL NOT apply any fixed fee or award fee percentage in its proposal.

PART II - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

General Information. You must attach a supplemental sheet providing the following information:

- a. Indicate your fiscal year period (provide month to month dates).
- b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.
- c. Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the name, location and telephone number of the Government agency, and date of approval.
- d. Indicate whether written purchasing procedures exist, and whether your purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- e. Indicate whether your accounting system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- f. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- g. Your DUNS and TIN numbers.

PART III - PAST PERFORMANCE

In VOLUME II under the original copy, Offerors shall include a minimum of three completed Past Performance Questionnaires by the Offerors customers (See Section J, Attachment No. 3).

1. The completed questionnaires must be submitted by current (within the last three years) customers (include both commercial and Government if applicable) involving similar or related services, at similar dollar values if possible.
2. The completed questionnaires shall be from independent sources.
3. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality.
4. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current.
5. The CO will consider such performance information, along with information from other sources, in determining the past performance rating and deciding whether the Offeror is to be considered responsible, as defined in FAR 9.104. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its VOLUME II proposal.

L.12 ESTIMATED LEVEL OF EFFORT

Professional staffing required in accordance with Section C.

Staffing Positions	Number	Hours Per Year
Program Manager	1	Part-time (assume 50%)
Lead Researcher – Steel NDE	1	Full-Time
Lead Researcher – Numerical Analyses	1	Full-Time
Laboratory Technician	1	Full-Time
	4	

L.13 52.233-2 SERVICE OF PROTEST (SEPT 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-10, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.14 FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)
SOLICITATION PROVISIONS**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The Offerors is cautioned that the listed provisions may include blocks that must be completed by the Offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offerors may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.215-1 Instruction to Offerors-Competitive Acquisition (JAN 2004)

52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA

The Government's source selection decision will be based on a Best Value, Trade-off process using the following three factors, further defined below: (A) Technical; (B) Price; (C) Past Performance. When combined, Technical and Past Performance are more important than Price. As differences in technical and past performance ratings and evaluations between offerors proposals become narrower, price will increasingly become more important as a factor. Each of these factors is described below.

A. Technical

Technical, Management, and Organizational Capability. Subfactors (a), (b), (c), and (d) are of equal weight.

(a) Program and Project Management Plan

- The capability (experience, education, etc.) of the proposed Program Manager (PM) and the quality of the proposed program and project management plan. See Section C and L.10.

(b) Staffing / Qualifications of Key Personnel (excluding PM)

- The relevancy, depth, and breadth of experience and education for proposed personnel and/or team members and subcontractors, and the extent to which they meet the Government's needs as specified within this solicitation. See Section C and L.10.

(c) Organization's experience (including any other team members) and capability to meet the requirements of the SOW, including:

- Experience in conducting laboratory NDE research (both steel and concrete NDE) and conducting field NDE testing. The primary focus of the research is on bridge NDE (deck, super and substructure). In addition, secondary interest exists in pavement NDE and structural health monitoring.
- Experience in managing a small testing laboratory including coordinating and maintaining the laboratory and its equipment, compliance with safety and health standards, maintaining test operating procedures, and cross-training personnel.

- Experience in developing research prototypes including system integration and development of new tools.
- Capabilities to manage the NDE Center's accounts and in particular providing fast accounting data within 3 business days.
- Experience in interacting with State Departments of Transportation, Universities, and consultants. Organization's plan for marketing support, such as maintaining the NDE Center's web site, publications of periodic newsletters and other informational literature and posters.

(d) Capability of organization (including any other team members) to manage, coordinate, and staff efforts of the type delineated in the SOW, including:

- Internal organizational hierarchies and lines of communication, and roles, responsibilities, and lines of communication between team members. In particular, describe channels of communications and technical support for the on-site laboratory staff.
- Ability to effectively and efficiently manage employees during periods of variable work loads and monitor staff attendance.
- Filling vacancies that may occur related to poor performance, retirement, new Government requirements, and/or normal turnover.
- Planned efforts to handle disputes and negative inter-employee relations and the promotion of an environment for team building.
- Planned efforts to incentivize and recognize skilled employees and the extent to which the plans will recognize scientific merit. Describe fringe benefits and bonus plans. The Government may incorporate elements of the offeror's programs into the contract, which will then become binding once a contract is awarded.

B. Price

1. Direct Labor and Overtime Rates
2. Indirect Rates and their application

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its former customers. The lack of a relevant or recent past performance

record will result in a rating of neutral. The Government may review some or all of the following past performance areas:

- Timeliness;
- Delivery or Performance;
- Problem Responsiveness;
- Quality of Purchased Product or Services;
- Cost Control;
- Technical Support; and
- Delivered Quantities.

In evaluating Past Performance, the Government may consider information provided by offerors in their proposal submissions, as well as any other information available to the Government.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)